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7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
9

10 COMMERCIAL VENTURES, INC., a  
11 Delaware corporation,

12 Plaintiff,

13 v.

14 SCOTTSDALE INSURANCE  
15 COMPANY, an Ohio corporation,

16 Defendant.

Case No. 2:15-cv-8359-BRO (AFMx)

17 ~~[Proposed]~~  
18 STIPULATED PROTECTIVE  
19 ORDER<sup>1</sup>  
20

21 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Local Rule  
22 79-5.1 and the Court's Procedures and Schedules, the Court hereby enters the  
23 following Stipulated Protective Order:  
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25 1. A. PURPOSES AND LIMITATIONS  
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27 Discovery in this action is likely to involve production of confidential,  
28 proprietary or private information for which special protection from public  
disclosure and from use for any purpose other than prosecuting this litigation may

<sup>1</sup> This Stipulated Protective Order is based substantially on the model protective  
order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
2 enter the following Stipulated Protective Order. The parties acknowledge that this  
3 Order does not confer blanket protections on all disclosures or responses to  
4 discovery and that the protection it affords from public disclosure and use extends  
5 only to the limited information or items that are entitled to confidential treatment  
6 under the applicable legal principles.  
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9 B. GOOD CAUSE STATEMENT

10 This action is likely to involve trade secrets, other valuable research,  
11 development, commercial, financial, technical and/or proprietary information for  
12 which special protection from public disclosure and from use for any purpose other  
13 than prosecution of this action is warranted. Such confidential and proprietary  
14 materials and information consist of, among other things, confidential business or  
15 financial information, information regarding confidential business practices, or  
16 other confidential research, development, or commercial information (including  
17 information implicating privacy rights of third parties), information otherwise  
18 generally unavailable to the public, or which may be privileged or otherwise  
19 protected from disclosure under state or federal statutes, court rules, case decisions,  
20 or common law ("Confidential Information"). Documents or information  
21 containing or consisting of Confidential Information that bear significantly on the  
22 parties' claims or defenses will likely be disclosed or produced during the course of  
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1 discovery in this litigation, and public dissemination of such information could  
2 injure or damage the party disclosing or producing the Confidential Information and  
3 could place that party at a competitive disadvantage.  
4

5 Accordingly, to expedite the flow of information, to facilitate the prompt  
6 resolution of disputes over confidentiality of discovery materials, to adequately  
7 protect information the parties are entitled to keep confidential, to ensure that the  
8 parties are permitted reasonable necessary uses of such material in preparation for  
9 and in the conduct of trial, to address their handling at the end of the litigation, and  
10 serve the ends of justice, a protective order for such information is justified in this  
11 matter. It is the intent of the parties that information will not be designated as  
12 confidential for tactical reasons and that nothing be so designated without a good  
13 faith belief that it has been maintained in a confidential, non-public manner, and  
14 there is good cause why it should not be part of the public record of this case.  
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18 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
19 SEAL  
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21 The parties further acknowledge, as set forth in Section 12.3, below, that this  
22 Stipulated Protective Order does not entitle them to file confidential information  
23 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
24 and the standards that will be applied when a party seeks permission from the court  
25 to file material under seal.  
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1           There is a strong presumption that the public has a right of access to judicial  
2 proceedings and records in civil cases. In connection with non-dispositive motions,  
3 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
4 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
5 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
6 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
7 require good cause showing), and a specific showing of good cause or compelling  
8 reasons with proper evidentiary support and legal justification, must be made with  
9 respect to Protected Material that a party seeks to file under seal. The parties' mere  
10 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
11 without the submission of competent evidence by declaration, establishing that the  
12 material sought to be filed under seal qualifies as confidential, privileged, or  
13 otherwise protectable—constitute good cause.

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18           Further, if a party requests sealing related to a dispositive motion or trial,  
19 then compelling reasons, not only good cause, for the sealing must be shown, and  
20 the relief sought shall be narrowly tailored to serve the specific interest to be  
21 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
22 2010). For each item or type of information, document, or thing sought to be filed  
23 or introduced under seal in connection with a dispositive motion or trial, the party  
24 seeking protection must articulate compelling reasons, supported by specific facts  
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1 and legal justification, for the requested sealing order. Again, competent evidence  
2 supporting the application to file documents under seal must be provided by  
3 declaration.  
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5 Any document that is not confidential, privileged, or otherwise protectable in  
6 its entirety will not be filed under seal if the confidential portions can be redacted.  
7 If documents can be redacted, then a redacted version for public viewing, omitting  
8 only the confidential, privileged, or otherwise protectable portions of the document,  
9 shall be filed. Any application that seeks to file documents under seal in their  
10 entirety should include an explanation of why redaction is not feasible.  
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13 2. DEFINITIONS

14 2.1 Action: This pending federal lawsuit.

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16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
21 the Good Cause Statement. “Confidential Information,” as used in this Order, shall  
22 also mean any type or classification of information that is designated as confidential  
23 by the Producing Party, whether it be a document, information contained in a  
24 document, information provided during a deposition or in any interrogatory answer,  
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1 or otherwise disclosed in discovery, provided that the Producing Party will make  
2 such designation only as to that information that the Producing Party in good faith  
3 believes constitutes or contains Confidential Information or non-public information  
4 concerning a business, or of a personal or private nature with respect to the parties,  
5 or any third party, information subject to a pre-existing confidentiality agreement.  
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8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
9 their support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or  
11 items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL.”  
13

14 2.6 Disclosure or Discovery Material: all items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced  
17 or generated in disclosures or responses to discovery in this matter.  
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20 2.7 Expert: a person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
22 an expert witness or as a consultant in this Action.  
23

24 2.8 House Counsel: attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.  
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1           2.9    Non-Party: any natural person, partnership, corporation, association or  
2 other legal entity not named as a Party to this action.

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4           2.10   Outside Counsel of Record: attorneys who are not employees of a  
5 party to this Action but are retained to represent or advise a party to this Action and  
6 have appeared in this Action on behalf of that party or are affiliated with a law firm  
7 that has appeared on behalf of that party, and includes support staff.

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9           2.11   Party: any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

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13           2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

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16           2.13   Professional Vendors: persons or entities that provide litigation  
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

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21           2.14   Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL.”

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24           2.15   Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

1       3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
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4     Protected Material (as defined above), but also (1) any information copied or  
5     extracted from Protected Material; (2) all copies, excerpts, summaries, or  
6     compilations of Protected Material; and (3) any testimony, conversations, or  
7     presentations by Parties or their Counsel that might reveal Protected Material.  
8

9             Any use of Protected Material at trial shall be governed by the orders of the  
10     trial judge. This Order does not govern the use of Protected Material at trial.  
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12     4.     DURATION

13             Once a case proceeds to trial, information that was designated as  
14     CONFIDENTIAL or maintained pursuant to this protective order used or  
15     introduced as an exhibit at trial becomes public and will be presumptively available  
16     to all members of the public, including the press, unless compelling reasons  
17     supported by specific factual findings to proceed otherwise are made to the trial  
18     judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing  
19     “good cause” showing for sealing documents produced in discovery from  
20     “compelling reasons” standard when merits-related documents are part of court  
21     record). Accordingly, the terms of this protective order do not extend beyond the  
22     commencement of the trial.  
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1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

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4     Each Party or Non-Party that designates information or items for protection under  
5     this Order must take care to limit any such designation to specific material that  
6     qualifies under the appropriate standards. The Designating Party must designate for  
7     protection only those parts of material, documents, items or oral or written  
8     communications that qualify so that other portions of the material, documents,  
9     items or communications for which protection is not warranted are not swept  
10    unjustifiably within the ambit of this Order.

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13         Mass, indiscriminate or routinized designations are prohibited. Designations  
14     that are shown to be clearly unjustified or that have been made for an improper  
15     purpose (e.g., to unnecessarily encumber the case development process or to  
16     impose unnecessary expenses and burdens on other parties) may expose the  
17     Designating Party to sanctions.

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20         If it comes to a Designating Party's attention that information or items that it  
21     designated for protection do not qualify for protection, that Designating Party must  
22     promptly notify all other Parties that it is withdrawing the inapplicable designation.

23  
24         5.2     Manner and Timing of Designations. Except as otherwise provided in  
25     this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
26     stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
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1 under this Order must be clearly so designated before the material is disclosed or  
2 produced.

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4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix at a minimum, the legend  
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
9 contains protected material. If only a portion of the material on a page qualifies for  
10 protection, the Producing Party also must clearly identify the protected portion(s)  
11 (e.g., by making appropriate markings in the margins).

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14 A Party or Non-Party that makes original documents available for inspection  
15 need not designate them for protection until after the inspecting Party has indicated  
16 which documents it would like copied and produced. During the inspection and  
17 before the designation, all of the material made available for inspection shall be  
18 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
19 documents it wants copied and produced, the Producing Party must determine  
20 which documents, or portions thereof, qualify for protection under this Order. Then,  
21 before producing the specified documents, the Producing Party must affix the  
22 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
23 portion of the material on a page qualifies for protection, the Producing Party also  
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1 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
2 in the margins).

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4 If a party seeks to designate confidential any interrogatory answers or  
5 response to a request for admission, the party shall indicate clearly that the answer  
6 or response constitutes Confidential Information. Schedules, appendices and  
7 attachments to, or documents otherwise provided with, interrogatory answers  
8 designated confidential may also be designated confidential using this procedure.

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10 (b) With respect to deposition testimony that constitutes or references  
11 Confidential Information, confidential portions of the transcript or videotape may  
12 be designated as such on the record at the time the testimony is given. Additional  
13 portions of the testimony may be designated confidential not later than thirty (30)  
14 days after receipt of the transcript or videotape by the person making the  
15 designation. Until the thirty-day (30) period has expired, the entire transcript or  
16 videotape shall be treated as constituting Confidential Information. In addition,  
17 where a document designated as containing Confidential Information is introduced  
18 as an exhibit at a deposition, the following parts of the deposition transcript or  
19 videotape shall be considered confidential and subject to the provisions of this  
20 Order: (a) all pages where the document is shown to the deponent, or (b) questions  
21 based on the document are put to, or answers based on the document are given by,  
22 the deponent, or (c) the document is otherwise discussed on the transcript record.  
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1 Before counsel for a party may show documents marked as “Confidential” to a non-  
2 party deponent during a deposition or to a witness during a trial or hearing who is  
3 authorized under this Order to view the Confidential Information, the deponent or  
4 witness shall be shown a copy of this Order and shall sign, if they have not already  
5 done so, an acknowledgment in the form attached as Exhibit A, and agree to be  
6 bound by the terms of this Order, subject to the Court’s enforcement and contempt  
7 powers.  
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9  
10 (c) for information produced in some form other than documentary and for  
11 any other tangible items, that the Producing Party affix in a prominent place on the  
12 exterior of the container or containers in which the information is stored the legend  
13 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
14 protection, the Producing Party, to the extent practicable, shall identify the  
15 protected portion(s).  
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18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing alone, waive  
20 the Designating Party’s right to secure protection under this Order for such  
21 material. Upon timely correction of a designation, the Receiving Party must make  
22 reasonable efforts to assure that the material is treated in accordance with the  
23 provisions of this Order.  
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1     6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5             6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7             6.3     The burden of persuasion in any such challenge proceeding shall be on  
8 the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties shall  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party's designation until the Court rules on the  
14 challenge.

15             6.4     A party shall not be obligated to challenge the propriety of a  
16 "Confidential" designation or move for a protective order at the time made, and  
17 failure to do so shall not preclude a subsequent challenge to such designation or the  
18 right to move for a protective order. If any party to this action objects to or  
19 challenges, at any stage of the proceedings, the designation of a document or  
20 testimony as Confidential Information, the parties shall try first to dispose of such

1 dispute in good faith on an informal basis. If the dispute cannot be resolved  
2 informally, the challenge to the confidential designation shall be submitted to the  
3 Court in the form of a joint stipulation under Local Rule 37-2. The Supplying Party  
4 seeking to maintain the confidentiality of the information shall have the burden of  
5 establishing that the document, testimony or interrogatory answer is entitled to  
6 confidential treatment. If such Rule 37-2 joint stipulation is submitted to the Court,  
7 the document, testimony or interrogatory answer shall continue to be treated as  
8 confidential until the Court enters an order determining otherwise.  
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## 10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11  
12 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of section 13 below (FINAL  
18 DISPOSITION).  
19

20 Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.  
23

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. All material  
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1 and information designated as Confidential Information shall only be used for the  
2 sole and limited purpose of preparation for and trial of this action and shall not be  
3 used for any other purpose. Unless otherwise ordered by the court or permitted in  
4 writing by the Designating Party, a Receiving Party may disclose any information  
5 or item designated “CONFIDENTIAL” only to:  
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7  
8 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
9 as well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;  
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12 (b) the officers, directors, and employees (including House  
13 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
14 Action;  
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16 (c) Experts (as defined in this Order) of the Receiving Party to  
17 whom disclosure is reasonably necessary for this Action and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
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20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and  
23 Professional Vendors to whom disclosure is reasonably necessary for this Action  
24 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
25 A);  
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1 (g) the author or recipient of a document containing the information  
2 or a custodian or other person who otherwise possessed or knew the information;  
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4 (h) during their depositions, witnesses, and attorneys for witnesses,  
5 in the Action to whom disclosure is reasonably necessary provided: (1) the  
6 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;  
7 and (2) they will not be permitted to keep any confidential information unless they  
8 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
9 otherwise agreed by the Designating Party or ordered by the court. Pages of  
10 transcribed deposition testimony or exhibits to depositions that reveal Protected  
11 Material may be separately bound by the court reporter and may not be disclosed to  
12 anyone except as permitted under this Stipulated Protective Order; and  
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15 (i) any mediator or settlement officer, and their supporting  
16 personnel, mutually agreed upon by any of the parties engaged in settlement  
17 discussions.  
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19  
20 7.3 Each person given access to Confidential Information under the terms  
21 of this Order shall be advised that the information is being disclosed pursuant and  
22 subject to the terms of this Order, and may not be disclosed other than as authorized  
23 by this Order. Prior to disclosure of any Confidential Information to any Non-  
24 party, each such Non-party shall first: (a) read this Order; and (b) sign a copy of  
25 the Confidentiality Agreement, annexed as Exhibit A. The Parties to this action  
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1 and their representatives shall automatically be bound by the terms of this Order  
2 and thus, need not sign a Confidentiality Agreement. The executed Confidentiality  
3 Agreements shall be maintained by the attorneys of record who showed the  
4 Confidential Information to such persons, and who shall retain all such agreements  
5 until further order of the Court.  
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8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:  
13

14 (a) promptly notify in writing the Designating Party. Such  
15 notification shall include a copy of the subpoena or court order;  
16

17 (b) promptly notify in writing the party who caused the subpoena or  
18 order to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is subject to this Protective Order. Such notification shall include  
20 a copy of this Stipulated Protective Order; and  
21

22 (c) cooperate with respect to all reasonable procedures sought to be  
23 pursued by the Designating Party whose Protected Material may be affected.  
24

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
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1 action as “CONFIDENTIAL” before a determination by the court from which the  
2 subpoena or order issued, unless the Party has obtained the Designating Party’s  
3 permission. The Designating Party shall bear the burden and expense of seeking  
4 protection in that court of its confidential material and nothing in these provisions  
5 should be construed as authorizing or encouraging a Receiving Party in this Action  
6 to disobey a lawful directive from another court.  
7

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.  
16

17  
18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:  
22

23 (1) promptly notify in writing the Requesting Party and the Non-  
24 Party that some or all of the information requested is subject to a confidentiality  
25 agreement with a Non-Party;  
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1 (2) promptly provide the Non-Party with a copy of the Stipulated  
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
3 specific description of the information requested; and  
4

5 (3) make the information requested available for inspection by the  
6 Non-Party, if requested.  
7

8 (c) If the Non-Party fails to seek a protective order from this court within  
9 14 days of receiving the notice and accompanying information, the Receiving Party  
10 may produce the Non-Party's confidential information responsive to the discovery  
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
12 not produce any information in its possession or control that is subject to the  
13 confidentiality agreement with the Non-Party before a determination by the court.  
14 Absent a court order to the contrary, the Non-Party shall bear the burden and  
15 expense of seeking protection in this court of its Protected Material.  
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18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL  
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20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best  
24 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
25 person or persons to whom unauthorized disclosures were made of all the terms of  
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1 this Order, and (d) request such person or persons to execute the “Acknowledgment  
2 and Agreement to Be Bound” that is attached hereto as Exhibit A.

3  
4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection  
8 (the “Protected Material”), the obligations of the Receiving Parties are those set  
9 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
10 to modify whatever procedure may be established in an e-discovery order that  
11 provides for production without prior privilege review. Pursuant to Federal Rule of  
12 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of  
13 disclosure of a communication or information covered by the attorney-client  
14 privilege or work product protection, the parties may incorporate their agreement in  
15 the stipulated protective order submitted to the court. The production or disclosure  
16 during discovery of any Protected Material shall not be deemed a waiver of  
17 privilege, work product, confidentiality, or other protection or immunity from  
18 discovery by the Supplying Party.

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22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.  
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1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in  
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
5 any ground to use in evidence of any of the material covered by this Protective  
6 Order.  
7

9           12.3 Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
11 may only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the court, then the Receiving Party may file the information  
14 in the public record unless otherwise instructed by the court.  
15

17           12.4 Any party seeking to file Confidential Information with the Court must  
18 first notify the producing party who designated the documents as "Confidential"  
19 before filing the documents with the Court. Any party seeking to file the  
20 Confidential Information under seal must do so in accordance with the procedures  
21 set forth in Local Rule 79-5.2.2.  
22

24           12.5 This Order shall not be construed as a waiver by any party of: (a) any  
25 objection to discovery on grounds other than the confidentiality concerning the  
26 discovery sought; or (b) any privilege recognized by law.  
27

1           12.6 Nothing in this Order shall prohibit disclosure of Confidential  
2 Information produced by or obtained from any party in this action in response to  
3 compulsory process or the process of any government regulatory agency. If any  
4 party is served with such process, that party shall give the Supplying Party notice of  
5 such process in writing as soon as possible, and shall take all reasonable steps to  
6 refrain from responding to such process until after the Supplying Party so notified  
7 has had a reasonable opportunity to take steps to ensure the continued  
8 confidentiality of the requested materials.

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11           12.7 Nothing in this Order shall restrict the use by the Supplying Party of its  
12 own Confidential Information in any manner.

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14           12.8 The terms of this Order shall survive the entry of judgment in this  
15 action, and shall continue until released in writing by the Supplying Party.

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17       13. FINAL DISPOSITION

18           After the final disposition of this Action, as defined in paragraph 4, within 30  
19 days of a written request by the Designating Party, each Receiving Party must  
20 return all Protected Material to the Producing Party or destroy such material. As  
21 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
22 compilations, summaries, and any other format reproducing or capturing any of the  
23 Protected Material. Whether the Protected Material is returned or destroyed, the  
24 Receiving Party must submit a written certification to the Producing Party (and, if  
25  
26  
27  
28

1 not the same person or entity, to the Designating Party) by the 30 day deadline that  
2 (1) identifies (by category, where appropriate) all the Protected Material that was  
3 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
4 copies, abstracts, compilations, summaries or any other format reproducing or  
5 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
6 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
7 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
8 and trial exhibits, expert reports, attorney work product, and consultant and expert  
9 work product, even if such materials contain Protected Material. Any such archival  
10 copies that contain or constitute Protected Material remain subject to this Protective  
11 Order as set forth in Section 4 (DURATION).

12  
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16 14. VIOLATION

17 Any violation of this Order may be punished by appropriate measures  
18 including, without limitation, contempt proceedings and/or monetary sanctions.  
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28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 DATED: July 15, 2016

4  
5 /s/Diana L. Fitzgerald

6 Diana L. Fitzgerald

7 David C. Isaacson

8 Erica Cañas

9 FITZGERALD & ISAACSON, LLP

10 Attorneys for Plaintiff, Commercial Ventures, Inc.

11  
12 DATED: July 15, 2016

13 /s/Hee Young Lee

14 Hee Young Lee

15 Dean B. Herman

16 Herman & Lee, LLP

17 Attorneys for Defendant, Scottsdale Insurance Company

18  
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20  
21 DATED: 7/15/2016

22 

23 ALEXANDER F. MACKINNON

24 United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of Commercial Ventures, Inc. v. Scottsdale Insurance  
 Company; Case No.: 2:15-cv-8359-BRO (AFMx). I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
 any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order. I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of  
 this action. I hereby appoint \_\_\_\_\_ [print or type full  
 name] of \_\_\_\_\_ [print or type full  
 address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this

1 Stipulated Protective Order.

2 Date: \_\_\_\_\_

3  
4 City and State where sworn and signed: \_\_\_\_\_

5  
6 Printed name: \_\_\_\_\_

7  
8  
9 Signature: \_\_\_\_\_